



Request for Proposal 11 - 03 Superior Court Data Exchange

**Revision 1
May 11, 2011**

**State of Washington
Administrative Office of the Courts
1206 Quince Street SE
Olympia, Washington 98504-1170**

Document History

Author	Rev #	Date	Changes
Bill Burke	1	05/11/2011	<ol style="list-style-type: none">1) Section 2, Page 8, 4th Bullet: Reworded sentence – “Using Websphere MQ for transporting messages”2) Section 5.3, Page 13: Replaced “SCOMIS” with “Superior Court”3) Section 5.3.1, Page 13, Item 1: Reworded sentence – “The Vendor will develop a Technical Design document and <u>code</u> for BizTalk orchestration for each of the (59) services.4) Section 5.3.3 Page 14, Item 4: Added the following text to the Note – “In addition to these (4) SCDX Services there are approximately (2 – 3) other SCDX Services that will each have (2) functional specifications.”5) Section 5.4, Page 18, Item 1, 4th Bullet: Reworded sentence to – “Can be configured to test SCDX Application Requirements”6) Appendix C, Page 37: Updated the format of the Pricing Matrix (Rev 1) to include a row for including price element totals from other price worksheets.

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Request for Proposals Information

Project Title:	Superior Court Data Exchange
Procurement Website:	http://www.courts.wa.gov/procure/
Estimated Contract Period:	July 11, 2011 through July 13, 2012 Amendments extending the period of performance, if any, shall be at the sole discretion of the AOC.
Proposal Due Date:	All Proposals must be emailed to the RFP Coordinator by the date/time listed in the RFP Schedule.
RFP Coordinator:	Bill Burke, PMP Administrative Office of the Courts 1206 Quince Street SE P.O. Box 41170 Olympia, WA 98504-1170 Phone: (360) 704-4024 E-Mail: Bill.Burke@courts.wa.gov
Submit Proposal To:	RFP Coordinator

1. RFP Schedule

Milestone	Date
RFP Release	April 29, 2011
Vendor Written Questions Due to AOC	May 9, 2011, 9am PDT
AOC Provides Written Response to All Questions Submitted	May 11, 2011
Vendor's Proposals Due	May 23, 2011, 8am PDT
AOC Completes Evaluation of Vendor Proposals	June 10, 2011
Notification of Apparent Successful Vendor	June 10, 2011
Debrief Conference Request - Cut Off Date	June 16, 2011
Award Protest - Cut Off Date	June 23, 2011
Contract Award Date	June 24, 2011
Contract Start Date - Onsite at AOC	July 11, 2011

2. Executive Summary

The AOC is soliciting Proposals from qualified Vendors to provide professional services to design and implement a Superior Court Data Exchange (SCDX) that will enable the real-time exchange of data between the AOC's Judicial Information System (JIS) applications and local Superior Court systems; and other Justice Partners.

The AOC is seeking a Vendor that has the following development experience:

- Implementing "screen scraping" on a mainframe application using Java and Jagacy
- Designing real-time computer interfaces via XML web messaging
- Implementing BizTalk orchestration and message format validation
- Using WebSphere MQ for transporting messages
- Project Management experience in managing complex projects

This project is expected to take approximately 12 months to complete. All work is to be performed at the AOC offices in Olympia Washington.

3. Background

3.1 Administrative Office of the Courts

The Administrative Office of the Courts (AOC) is a department of the Washington State Supreme Court. Established by state statute in 1957, the mission of the AOC is to advance the efficient and effective operation of the Washington State judicial system.

The AOC carries out its mission through formulation of policy and legislative initiatives, court technology development, educational programs, and program support for (428) Washington judges and their staff. The AOC draws its employees from a wide range of professions including legal, information technology, research, education, and judicial administration.

3.2 AOC – Information Services Division

The Information Services Division (ISD) provides a range of technology services that support the automation needs of its clients (Courts and Justice Partners). Our mission is to provide information and reliable services for Washington Courts, law and justice partners and the public, to advance the efficient and effective operation of the Washington Judiciary.

The ISD currently supports:

- 16,000+ Court Customers
- 8,000+ Third Parties (public/other agencies)
- An average 1,200 service requests each month
- Ongoing support for 8 Judicial Information Systems (JIS)
- Ongoing support for 50+ other systems

3.3 Superior Court Data Exchange Project

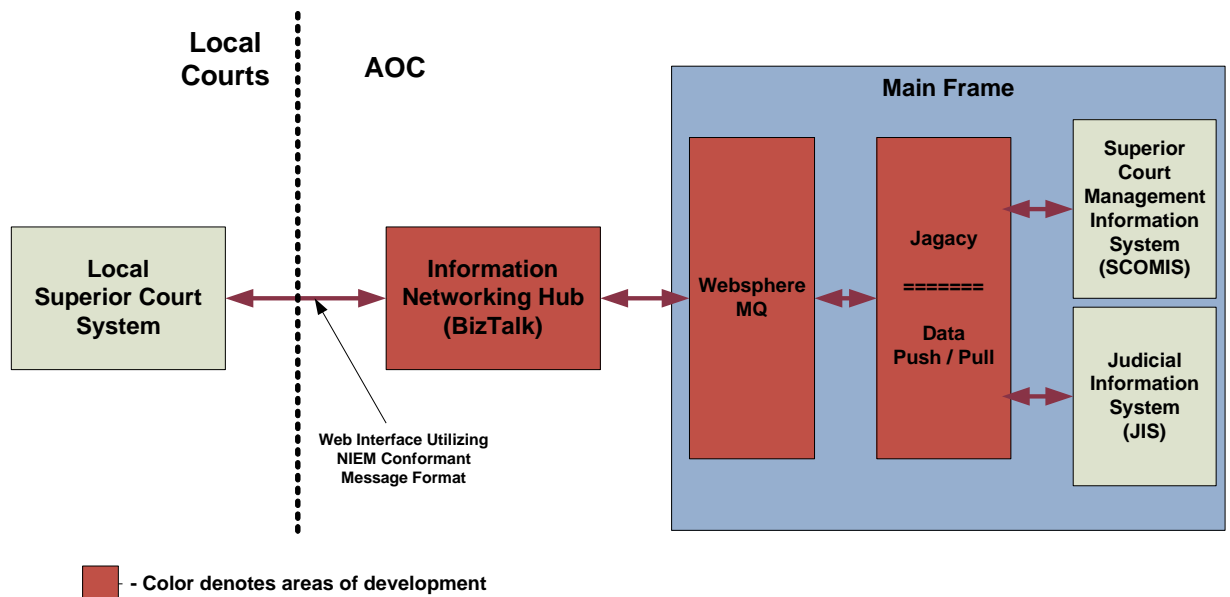
3.3.1 Project Description

The AOC ISD manages statewide systems for recording and tracking Washington court cases. The AOC has initiated a project to develop a data exchange that will enable transmitting court case and person data between local Superior Court systems and the following statewide Washington Court systems:

- Superior Court Management Information System (SCOMIS)
- Judicial Information System (JIS) (also known as the District and Municipal Court Information System (DISCIS))

The SCDX application will implement fifty-nine (59) Superior Court web services. Web messaging will utilize an XML web message schema that is National Information Exchange Model (NIEM) conformant. The following is a system level diagram of the planned data exchange:

**Superior Court Data Exchange
High-Level Diagram**



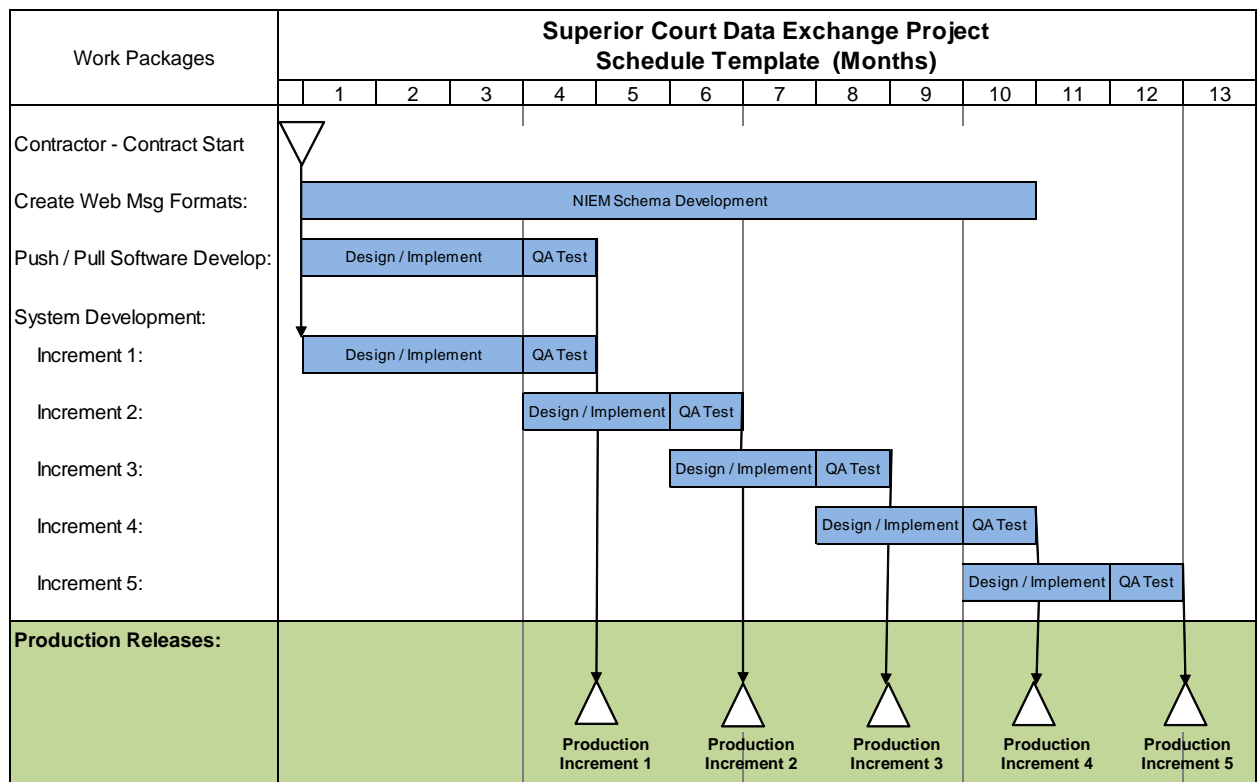
3.3.2 Project Objectives

The Superior Court Data Exchange (SCDX) project will enhance judicial operations and reduce costs by:

- Eliminating redundant manual data entry.
- Sharing information among courts.
- Allowing organizations to streamline processes that are people, paper, and time intensive.
- Improving data quality.

3.3.3 Project Delivery Timeline

The Superior Court Data Exchange project will deliver Superior Court web services in approximately five (5) Production increments. The following is the estimated project timeline:



Note: The project will be deployed in (5) production releases with each Increment representing approximately 20% of the work. Each Increment will deliver a set of production ready Superior Court Data Exchange (SCDX) Services.

4. Vendor Minimum Qualifications

To be eligible for an award, Vendor's must first meet the minimum qualifications listed below. Proposals from Vendors that do not meet the minimum qualifications will be considered non-responsive and will be eliminated from further review.

1. Have at least one (1) year software development experience implementing projects utilizing Java, Jagacy 3270, BizTalk and WebSphere MQ.
2. Proven ability managing large complex software development projects.
3. Demonstrate the capacity to provide full-time on-site staff to the planning and implementation of requested services for the full life of the project.
4. Be compliant with the Washington statutes regarding contracting with current or former state employees pursuant to Chapter 42.52 of the Revised Code of Washington (RCW).

5. Project Scope

The Administrative Office of the Courts (AOC), on behalf of the Washington Courts, seeks to enter into a Firm Fixed Price (FFP) contract with a Vendor partner who will provide professional services to satisfy the Vendor requirements identified in this section.

5.1 Project Management

#	Vendor	AOC	Requirements
1	X		<p>The Vendor will designate a Project Manager that will be responsible for the following:</p> <ul style="list-style-type: none"> • Manage the Vendor development team • Manage the completion of all project Vendor contractual requirements • Manage Vendor deliverables, schedule, cost, risks and product quality • Promptly escalate project issues to the AOC Project Manager • Be the principal Vendor lead to the AOC Project Manager for all Vendor related project issues.
2	X		<p>The Vendor will deliver the following Project Management documentation within 30 days of Contract Start and then provide subsequent updates per the frequency identified below:</p> <ul style="list-style-type: none"> • Project Implementation Plan • Project Status Report (Weekly) • Updated Project Schedule (Bi-Weekly) • Risk Log (Maintain) • Issues Log (Maintain) • Decision Log (Maintain) • Change Control Log (Maintain)
3	X		The Vendor will develop a Project

#	Vendor	AOC	Requirements
			Implementation Plan based upon delivering four (4) to five (5) Production Increments.
4	X		The Vendor will have their designated team members work full-time in the AOC offices located in Olympia, WA.
5	X		The Vendor will be requested to attend meetings with the AOC and the Pierce County team supporting the LINX System. The LINX System will be the first local Superior Court System to connect to the SCDX.
5		X	<p>The AOC SCDX Project Manager will be responsible for the following:</p> <ul style="list-style-type: none"> • Manage AOC assigned resources • Manage overall project requirements, schedule, cost, risks and quality. • Responsible for resolving project issues • AOC acceptance of Vendor deliverables

5.2 Data Exchange Application Design

#	Vendor	AOC	Requirements
1	X		The Vendor will have overall responsibility for designing and implementing the Superior Court Data Exchange (SCDX).
2	X		The Vendor will conduct SCDX application design meetings with the AOC to establish the design details for the SCDX. The SCDX design resulting from these meetings will be the design the Vendor documents in the Application Design document.
3	X		The Vendor shall develop a fault tolerant application design that confirms acceptance of all messages, to prevent transmission problems from impacting SCDX operations.
4	X		The Vendor will produce the Application Design document that will document the overall design of the SCDX. The template for this document is provided as part of this RFP. See Appendix E.
5		X	The AOC will attend the SCDX Application Design meetings and provide inputs to the Vendor on the SCDX application design.
6		X	The AOC has completed a SCDX Application Requirements document and a SCDX Architecture document to define the overall

#	Vendor	AOC	Requirements
			requirements and architecture of the SCDX. These documents are provided as part of this RFP. See Appendix E.

5.3 Data Exchange Application Implementation

The following sections identify the implementation requirements for the **Superior Court Data Exchange Application**.

5.3.1 BizTalk Orchestration

#	Vendor	AOC	Requirements
1	X		The Vendor will develop a Technical Design document and code for each BizTalk Orchestration for each of the (59) services . A template for this document is provided as part of this RFP. See Appendix E.
2	X		The Vendor will perform unit testing for all application programs developed for the AOC.
3		X	The AOC will develop NIEM conformant XML schemas and develop the IEPD documentation for the web message format for all SCDX Services. The IEPD documentation for three (3) SCDX Services are provided as part of this RFP. See Appendix E.

5.3.2 WebSphere MQ

#	Vendor	AOC	Requirements
1	X		The Vendor will document the details on how WebSphere MQ will be used / configured for the SCDX application. This information will be included in the Application Design Document. A template for this document is provided as part of this RFP. See Appendix E.

5.3.3 Superior Court Data Pull/Push

#	Vendor	AOC	Requirements
1	X		The Vendor will develop software programs to

#	Vendor	AOC	Requirements
			<p>perform SCOMIS / JIS screen scraping using Java and Jagacy 3270 for each SCDX Service.</p> <p>The SCOMIS screens are written in COBOL and the JIS screens currently are written in Natural. The AOC is initiating a project, to evaluate converting the JIS Natural code to COBOL. During the course of the SCDX project, the Vendor may perform JIS screen scraping with either COBOL or Natural screens. The project is expected to start in May and end in December 2011.</p>
2	X		The Vendor will develop a Technical Design document for the Java / Jagacy software developed for each SCDX Service. A template for this document is provided as part of this RFP. See Appendix E.
3	X		The Vendor will perform unit testing for all application programs developed for the AOC.
4		X	<p>The AOC will develop SCDX Functional Specifications for each SCDX service. These specifications document the detailed SCOMIS / JIS screen actions that are required to perform each SCDX Service. These specifications will be used to aid development of the Java / Jagacy screen scraping programs.</p> <p>The following is a summary of the functional specifications that are included as part of this RFP. See Appendix E:</p> <ul style="list-style-type: none"> • One (1) SCOMIS Command Screen Specification • One (1) JIS Main Menu Specification • One (1) Common Specification that defines requirements that are common across all SCDX Services • Three (3) Functional specifications, one for each of the SCDX Services <p>Note: Four (4) SCDX Services (Superior Court Case Docket Add, Update, Insert and Delete) will actually have two (2) functional specifications per service as a result of the differences between the Case Docket and Judgment Screens. In addition to these (4) SCDX Services there are approximately (2 – 3)</p>

#	Vendor	AOC	Requirements
			other SCDX Services that will each have (2) functional specifications.
5		X	During project development, the AOC will have SCOMIS and JIS experts available to assist the Vendor in understanding system functionality and operations when issues surface that are not specifically addressed in the SCDX Functional Specifications.
6		X	<p>The AOC will develop Business Mapping – Request and Response spreadsheets for each SCDX Service that defines the service request and response for each service. These spreadsheets document the following for each screen parameter:</p> <ul style="list-style-type: none"> • Business Identifier • AOC Identifier • Type • Cardinality • Field Length • Business Description • Map Field Name • SCOMIS/JIS Screen Coordinates (Row, Column) • Screen Field Length • Field Name <p>These mapping spreadsheets will be used to develop the Jagacy screen scraping. The Business Mapping spreadsheets for three (3) SCDX Services is provided as part of this RFP. See Appendix E.</p>
7		X	The AOC will develop a Data Model diagram for each SCDX Service. The Data Model diagrams for three (3) SCDX Services as part of this RFP. See Appendix E.

5.3.4 SCDX XML Schema

#	Vendor	AOC	Requirements
1		X	The AOC will develop IEPD documentation for all SCDX Services. These IEPDs will define the XML NIEM conformant schemas used by the SCDX. These XML message formats will

#	Vendor	AOC	Requirements
			<p>be used for transmitting messages between the following SCDX components:</p> <ul style="list-style-type: none"> • Local Superior Courts - BizTalk Server • BizTalk Server - WebSphere MQ • WebSphere MQ – Jagacy programs <p>The IEPD documentation for three (3) SCDX Services is provided as part of this RFP. See Appendix E.</p>
2		X	<p>The AOC will develop NIEM Mapping – Request and Response spreadsheets for each SCDX Service that defines the service request and response for each service. These spreadsheets document the following for each NIEM Element:</p> <ul style="list-style-type: none"> • Business Class • Business Attribute • Data Type • Data Length • NIEM-based Element • Extension/Restriction • NIEM Data Type • Cardinality • IEPD Path • Business Description • NIEM Description <p>These mapping spreadsheets will be used to develop the Jagacy screen scraping XML message information. The NIEM Mapping spreadsheets for three (3) SCDX Service is provided as part of this RFP. See Appendix E.</p>

5.3.5 SCDX Service and System Level Testing

#	Vendor	AOC	Requirements
1	X		The Vendor will perform unit testing for all application programs developed for the AOC.
2	X		<p>The Vendor will develop the following documents for each SCDX Production release (Increments 1 – 5):</p> <ul style="list-style-type: none"> • Verification Test Plan – documents the overall test strategy on how the planned tests will demonstrate that the

#	Vendor	AOC	Requirements
			<p>application meets SCDX Service and system level requirements.</p> <ul style="list-style-type: none"> • Verification Test Procedures - documents the individual steps associated with testing each SCDX Service and system level requirements. These tests should include the following information: test setup, test steps and expected results. These tests should be written with sufficient detail that the AOC can re-run these tests without Vendor assistance and have well defined pass/fail criteria. • Verification Test Reports – documents the results of all individual Verification tests.
3	X		<p>The Vendor will perform SCDX Service and system level verification tests for the AOC, using the Verification Test Procedures document as the defined test script. The Vendor will perform requirements verification tests for each new SCDX Service delivered within a Production Increment release.</p>
4		X	<p>The AOC Quality Assurance (QA) Team will test each SCDX Production Increment, immediately following the completion of Verification Testing. These tests will validate that all project requirements have been implemented and will include the following:</p> <ul style="list-style-type: none"> • SCDX Functionality Tests • SCDX Performance Tests • SCDX Security Tests
5		X	<p>The AOC Quality Assurance (QA) Team will develop the following documents for each SCDX Production release (Increments 1 – 5):</p> <ul style="list-style-type: none"> • QA Test Plan – documents the overall test strategy on how the planned tests will demonstrate that the application meets SCDX Service and system level requirements. • QA Test Procedures - documents the individual steps associated with testing each SCDX Service and system level requirements. • QA Test Reports – documents the results of the specific QA Tests and

#	Vendor	AOC	Requirements
			provides sufficient details to enable the re-running of any QA Tests that failed.
6	X		The Vendor will support the AOC QA Team in the QA testing of the SCDX for each Production release. This support will include reviewing QA Test Plans and QA Test Procedure, providing feedback on the proposed tests and providing technical support when requested during QA testing.
7	X		The Vendor will resolve any SCDX problem(s) identified during AOC QA Tests.
8		X	The AOC Project Manager will accept each SCDX Production Increment, following the Increment successfully passing the AOC QA Tests.

5.4 SCDX Application Test Driver

#	Vendor	AOC	Requirements
1	X		<p>The Vendor will develop a SCDX Application Test Driver that will enable the testing of the SCDX. The Test Driver will generate web messages similar to what a local Superior Court system would send to the SCDX; and validate the SCDX web message response. The SCDX Application Test Driver will perform the following:</p> <ul style="list-style-type: none"> • Generate web messages that adhere to the NIEM conformant XML formats documented in the SCDX IEPDs. • Enable the end – end testing of the SCDX by submitting web message inputs that are routed to the AOC BizTalk Server. • Can be configured to test all SCDX Services that are being transitioned to Production. • Can be configured to test SCDX Application Requirements • Can be configured to test off-nominal and failure conditions. • Can be configured to perform SCDX load testing / performance testing by ramping up the volume of web test

#	Vendor	AOC	Requirements
			messages sent to the SCDX
2	X		The Vendor will provide SCDX Application Test Driver operating instructions to enable the AOC to perform standalone testing of the SCDX without Vendor assistance.
3	X		The Vendor will demonstrate the SCDX Application Test Driver to the AOC.

5.5 Document Deliverables

#	Vendor	AOC	Requirements
1	X		The Vendor will produce all the Vendor specified documentation identified in the RFP, Appendix E.
2		X	<p>The AOC will review all Vendor documentation and either accept the document as submitted or provide the Vendor with a list of required changes within one (1) week of the document being sent to the AOC SCDX Project Manager.</p> <p>The AOC SCDX Project Manager will be responsible for coordinating Vendor document review / acceptance within the AOC.</p>

5.6 AOC Software Licenses

#	Vendor	AOC	Requirements
1		X	<p>The AOC will provide the following software licenses to Vendor team members during the duration of the project:</p> <ul style="list-style-type: none"> • Jagacy 3270 • Perforce • Rational ClearQuest • Rational Application Developer – Java (Limit eight (8) Vendor licenses)
2	X		The Vendor will store all Vendor developed software in the AOC source code repository (Perforce).
3	X		The Vendor will use the AOC software defect tracking system (ClearQuest) to track all software issues identified during Vendor Verification Tests.

6. Period of Performance

The period of performance for this engagement shall begin on July 11, 2011 and shall end on July 13, 2012.

7. RFP Administration and Instructions to Vendors

7.1 RFP Coordinator

Upon release of this RFP, all Vendor communications concerning this acquisition must be directed to the RFP Coordinator listed on page 5 of this document. Unauthorized contact regarding this RFP with other AOC employees may result in disqualification. Contact is considered authorized only if the Vendor is referred to another AOC employee by the RFP Coordinator. **Any oral communications will be considered unofficial and non-binding on AOC.** Only written statements issued by the RFP Coordinator may be relied upon.

7.2 RFP Questions

Specific questions concerning the RFP must be submitted to the RFP Coordinator by e-mail no later than the listed date in the RFP Schedule. Questions will not be accepted beyond this date. Responses will be posted at <http://www.courts.wa.gov/procure/>. Oral responses given to any questions are to be considered preliminary and non-binding. Only written responses to questions will be considered official.

7.3 Proposal Response Date and Location

The Vendor's Proposal, in its entirety, must be received by the RFP Coordinator, in accordance with the RFP Schedule in Section 1. Proposals must be delivered to the AOC RFP Coordinator by e-mail.

7.4 Proposal Format

Proposals must be in PDF or Microsoft Office 2003 file formats and be printable on standard 8-1/2 by 11 inch paper. Project schedules can be submitted in Microsoft Project file format or in Microsoft Office 2003 file formats.

7.5 Proposal Requirements and Content

See Appendix B.

7.6 Costs of Preparing Proposals

The AOC will not pay any Vendor costs associated with preparing Proposals submitted in response to this RFP.

7.7 Proposals Property of the AOC

All Proposals, accompanying documentation and other materials submitted in response to this RFP shall become the property of the AOC and will not be returned.

7.8 Acceptance of RFP Terms

A Proposal submitted in response to this RFP shall be considered a binding offer. Acknowledgement of this condition shall be indicated in a letter of submittal (see Appendix B). A Vendor must clearly identify and thoroughly explain any variations between its Proposal and this RFP. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.

7.9 Contract

The AOC intends to enter into one master agreement for the services described in this RFP. For joint proposals, the AOC will contract with the Professional Services Provider, and the Professional Services Provider will enter into a subsequent agreement with the 3rd party service provider.

7.10 Insurance (A.K.A. Worker's Compensation)

The successful Vendor shall maintain in full force and effect, the insurance described in this section. The Vendor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the state of Washington and having a rating of A-, Class VII or better, in the most recently published edition of Best Reports. In the event of cancellation, non-renewal, revocation, or other termination of any insurance coverage required by this Contract, Vendor shall provide written notice of such to the AOC within one (1) business day of Vendor's receipt of such notice. Failure to buy and maintain the required insurance may, at the AOC's sole option, result in this contract's termination.

The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

7.10.1 Commercial General Liability

Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate.

7.10.2 Business Automobile Liability

Business Automobile Liability (owned, hired, or non-owned) covering the risks of bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of not less than \$1 million per accident.

7.10.3 Employers Liability

Employers Liability Insurance covering the risks of Vendor's employees' bodily injury by accident or disease with limits of not less than \$1 million per employee for bodily injury by accident and \$1 million per employee for bodily injury by disease.

7.10.4 Umbrella Policy

Umbrella Policy providing excess limits over the primary policies in an amount not less than \$3 million.

7.10.5 Professional Liability Errors and Omissions

Professional Liability Errors and Omissions, with a deductible not to exceed \$25,000 and coverage of not less than \$1 million per occurrence/\$2 million general aggregate.

7.10.6 Crime Coverage

Crime Coverage with a deductible not to exceed \$1 million, conditioned, and coverage of not less than \$5 million single limit per occurrence and \$10 million in the aggregate, which shall at a minimum cover occurrences falling in the following categories: Computer Fraud; Forgery; Money and Securities; and Employee Dishonesty.

7.10.7 Industrial Insurance Coverage

Prior to performing work under this contract, Vendor shall provide or purchase industrial insurance coverage for its employees, as may be required of an "employer" as defined in Title 51 RCW, and shall maintain full compliance with Title 51 RCW during the course of this Contract. The AOC will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for Vendor, or any Subcontractor or employee of

Vendor, which might arise under the industrial insurance laws during the performance of duties and services under this Contract.

Note:

For Professional Liability Errors and Omissions coverage and Crime Coverage, Vendor shall: (i) continue such coverage for six (6) years beyond the expiration or termination of this contract, naming the AOC as an additional insured and providing the AOC with certificates of insurance on an annual basis; (ii) within thirty (30) days of execution of this contract provide for the AOC's benefit an irrevocable stand-by letter of credit, or other financial assurance acceptable to the AOC, in the amount of \$1 million, during the initial and any subsequent terms of this contract and for six (6) years beyond the expiration or termination of this contract to pay for any premiums to continue such claims-made policies, or available tails, whichever is appropriate, at the AOC's sole option, in the event the Vendor fails to do so. In addition, such irrevocable stand-by letter of credit shall provide for payment of any policy and the Crime Coverage under the same terms and conditions of such policy as though there were no deductible. "Irrevocable stand-by letter of credit," as used in this contract, means a written commitment by a federally insured financial institution to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the AOC (the beneficiary) of a written demand therefore.

Vendor shall pay premiums on all insurance policies. Such insurance policies shall name the AOC as an additional insured on all general liability, automobile liability, and umbrella policies. Such policies shall reference the contract number as entered into between the Vendor and the AOC and shall have a condition that they not be revoked by the insurer until forty-five (45) calendar days after notice of intended revocation thereof shall be given to the AOC by the insurer.

All insurance provided by Vendor shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the state and shall include a severability of interest (cross-liability) provision.

Vendor shall include all subcontractors as insured under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each subcontractor. Subcontractor(s) shall comply fully with all insurance requirements stated herein. Failure of subcontractor(s) to comply with insurance requirements does not limit Vendor's liability or responsibility.

Vendor shall furnish to the AOC copies of certificates of all required insurance within thirty (30) calendar days of Contract's Effective Date, and copies of renewal certificates of all required insurance within thirty (30) calendar days after the renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement

specified in this section. Failure to provide evidence of coverage may, at the AOC's sole option, result in this contract's termination.

By requiring insurance herein, the AOC does not represent that coverage and limits will be adequate to protect Vendor. Such coverage and limits shall not limit Vendor's liability under the indemnities and reimbursements granted to the AOC in this contract.

7.11 Contract Amendment

Additional services that are appropriate and related to the scope of this RFP, as determined by the AOC, may be added to the resulting contract by a written amendment mutually agreed to and executed by both parties up to 36 months from contract start date.

7.12 RFP Amendments

The AOC reserves the right, at any time before execution of a contract, to amend all or a portion of this RFP. Amendments will be posted on the AOC Procurement Website. If there is any conflict between amendments, or between an amendment and the RFP, whichever document was issued last in time shall be controlling.

7.13 Proprietary Information/Public Disclosure

Any information contained in the Proposal that is considered proprietary and exempt from disclosure under the Washington State Public Disclosure Act, [chapter 42.56 RCW](#), by the Vendor must be clearly designated. Each page must be identified by the word "confidential" printed in the lower right hand corner of the page and the particular exception from disclosure upon which the Vendor is making the claim shall be referenced below the word "confidential." **Marking of the entire Proposal as proprietary will be neither accepted nor honored.** If a request is made to view or obtain a copy of a Vendor's Proposal, the AOC will comply with applicable public disclosure requirements. If any information in the Proposal is marked as proprietary, the affected Vendor will be given an opportunity to seek an injunction or restraining order against the requested disclosure.

7.14 RFP Amendments/Cancellation/Reissue/Reopen

The AOC reserves the right to change the RFP Schedule or issue amendments to this RFP at any time. The AOC also reserves the right to cancel or reissue the RFP.

7.15 Minor Administrative Irregularities

The AOC reserves the right to waive minor administrative irregularities contained in any response.

7.16 No Obligation to Enter a Contract

The release of this RFP does not compel the AOC to enter into any contract.

The AOC reserves the right to refrain from contracting with any Vendor that has responded to this RFP, whether or not the Vendor's Proposal has been evaluated and whether or not the Vendor has been determined to be qualified. Exercise of this reserved right does not affect the AOC's right to contract with any other Vendor.

The AOC reserves the right to request an interview with any Vendor who is a prospective contractor prior to entering a contract with that Vendor. If a Vendor declines the request for an interview for any reason, the Vendor will be eliminated from further consideration.

7.17 Multiple Contracts

The AOC reserves the right to enter contracts with more than one Vendor as a result of this RFP.

7.18 Advance Payment

The AOC will not make advanced payment for services being procured under this solicitation. Therefore, the Vendor should anticipate payment at the end rather than the beginning of the invoice period in which it submits any services for which payment is due. Invoices should be submitted no more often than monthly.

7.19 Submission of Proposals

Proposals must be prepared and submitted no later than the proposal submission date and time specified in the RFP Schedule. The proposal is to be sent to the RFP Coordinator by e-mail.

The Vendor should allow sufficient time to ensure timely receipt of the Vendor's proposal, by the RFP Coordinator. The Vendor assumes the risk for any delivery delay.

The AOC will disqualify any proposal and withdraw it from consideration if it is received after the proposal submission due date and time. All proposals and any accompanying documentation become the property of the AOC and will not be returned.

7.20 Non-responsive Proposals

All proposals will be reviewed by the RFP Coordinator to determine compliance with the administrative requirements and instructions specified in this RFP. The AOC may reject or withdraw a proposal at any time as non-responsive for any of the following reasons:

- Incomplete proposal.
- Submission of alternative proposals.
- Failure to meet the Minimum Qualifications as outlined in Section IV of this RFP.
- Submission of incorrect, misleading, or false information.

7.21 Joint Proposals

The AOC will enter into one master contract for the goods and services being procured under this RFP. If you submit a joint proposal, with one or more other Vendors, you must agree to designate the Professional Services Provider as the prime Vendor. The prime Vendor will be the AOC's sole point of contact, will sign the contract and any amendments, and will bear sole responsibility for performance under the contract.

7.22 Withdrawal of Proposals

After a Proposal has been submitted, Vendors may withdraw a proposal at any time up to the proposal submission date and time specified in the RFP Schedule. A written request signed by an authorized representative of the Vendor must be submitted to the RFP Coordinator. After withdrawing a previously submitted proposal, the Vendor may submit another proposal at any time up the proposal submission date and time.

7.23 RFP Evaluation

Responsive proposals will be evaluated strictly in accordance with the requirements stated in this procurement and any amendments issued. The evaluation will be performed in the following phases:

7.23.1 Phase 1 – Qualification Review

Each Proposal will first be screened by the AOC SCDX Evaluation Team to determine if the Vendor meets the minimum qualifications and complied with the pertinent instructions found in the RFP document. If the Vendor's proposal is incomplete or the response is not organized as requested, the AOC may, at any time, consider a Vendor's Proposal non-responsive and withdraw it from consideration. Proposals that comply with the pertinent instructions and meet the minimum qualifications will move to Phase 2 in the evaluation process for assessment and scoring.

As part of the Qualification Review, the AOC SCDX Evaluation Team will evaluate each Vendor's Proposal to ensure that the Proposal adheres to the requirements specified in the following sections of Appendix B:

- Section 1 – Submittal Letter.
- Section 2 – Minimum Qualifications
- Section 3 – Project Proposal
- Section 4 – Cost Proposals
- Section 5 – Customer References.

7.23.2 Phase 2 – Assessment and Scoring

The following weighting will be assigned to the Proposal for evaluation purposes:

Professional Services	70%
Professional Services scoring will consist of evaluating the Vendor's project proposal, technical skills and experience, personnel, management, project management practices and customer references.	

Cost Proposal	30%
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Your sub-total score for the written Proposal will be the average of the scores of the evaluators who review your written Proposal. Your final total Proposal score will be the average points awarded for your written Proposal, plus the response from customer references.

7.24 Post Evaluation

7.24.1 Notification of Apparently Successful Vendor(s)

The Apparently Successful Vendor and the Apparently Unsuccessful Vendors will be notified via e-mail.

7.24.2 Debriefing of Unsuccessful Vendors

Vendors who submitted responses that were not selected will be given the opportunity for a debriefing conference. A request for a debriefing conference must be received by the RFP Coordinator within three (3) business days after the notification to Unsuccessful Vendors is e-mailed to Vendors. The debriefing must be held within five (5) business days of the request.

Discussion at the debriefing conference will be limited to the following:

1. Evaluation and scoring of your Proposal.
2. Critique of your Proposal based on evaluators' comments.
3. Review of your final score in comparison with other Vendors' final scores without identifying the Vendors.

7.24.3 Protest Procedures

In order to submit a protest under this RFP, a Vendor must have submitted a Proposal for this RFP, and have requested and participated in a debriefing conference. Vendors submitting a protest to this procurement shall follow the procedures described herein or their protest shall not be considered. This protest procedure constitutes the sole administrative remedy available to the Vendor under this procurement.

Grounds for Protest

A protest may be made based on these grounds only:

- Arithmetic errors were made by the AOC in computing the score.
- The AOC failed to follow the procedures established in this RFP document, or to follow applicable state or federal laws or regulations.
- Bias, discrimination, or conflict of interest on the part of the evaluator.

Only protests stipulating an issue of fact concerning a matter of bias, discrimination, a conflict of interest, or non-compliance with procedures described in the procurement document shall be considered. Protests not based on procedural matters will be rejected.

Protest Form and Content

A protest must state all the facts and arguments upon which the protest is based, and/or the ground for your protest. It must be in writing and signed by a person authorized to bind the Vendor to a contractual relationship. At a minimum, the protest must include:

- The name of the protesting Vendor, mailing address and phone number, and the name of the individual responsible for submission of the protest.
- The RFP number and name of the issuing agency.
- A detailed and complete statement of the specific action(s) by the AOC under protest.
- The grounds for the protest.
- Description of the relief or corrective action requested.

You may attach to your protest any documentation you offer to support your protest.

Submitting a Protest

The protest must be in writing and must be signed. You must mail or hand-deliver your protest to the RFP Coordinator. Protests may not be submitted by fax or e-mail. The AOC must receive the written protest within five (5) business days after the debriefing conference.

In the event a protest may affect the interest of any other Vendor, such Vendor(s) will be given the opportunity to submit their views and any relevant information on the protest to the RFP Coordinator.

Protest Process

The RFP Coordinator will forward the protest to the AOC-designated Protest Coordinator along with copies of the following:

This RFP and any amendments.

- The proposal.
- The evaluators' scoring sheets.
- Any other documentation showing evaluation and scoring or the proposal.

Upon receipt of a protest, a protest review will be held by the AOC to review the procurement process utilized. This is not a review of responses submitted or the evaluation scores received. The review is to ensure that procedures described in the procurement document were followed, all requirements were met, and all Vendors were treated equally and fairly.

The AOC will follow these procedures in reviewing the protest:

- The AOC will conduct an objective review of the protest, based on the contents of the written protest and the above materials provided by the RFP Coordinator.
- The AOC will send the protesting Vendor a written decision within five (5) business days after receiving the protest, unless more time is required to review the protest and make a determination. The protesting Vendor will be notified by the RFP Coordinator if additional time is necessary.

The AOC will make a final determination of your protest and will either:

1. Find that your protest lacks merit and uphold the AOC's actions;
2. Find that any errors in the RFP process or in the AOC's conduct did not influence the outcome of the RFP, and uphold the AOC's actions; or
3. Find merit in the protest and provide options for corrective action by the AOC which may include:
 - That the AOC correct any errors and re-evaluate all proposals affected by its determination of the protest;
 - That the AOC reissue the RFP document; or
 - That the AOC make other findings and take such action as may be appropriate.

Protests shall not be accepted prior to selection of the apparent successful Vendor. Protests must be received within five (5) business days from the date of the notification of the Unsuccessful Vendor's Debriefing Conference. The Administrator or assigned delegate will then consider all the information available to her/him and render a written decision within five (5) business days of receipt of the protest, unless additional time is required. If additional time is required, the protesting party will be notified of the delay.

8. Execution of the Contract

8.1 Generally

The Apparently Successful Vendor will be expected to sign a contract with the AOC and any subsequent amendments that may be required to address specific work or services as needed.

The AOC reserves the right to negotiate the specific wording of the Statement of Work, based on the requirements of this RFP and the terms of the proposal.

If the Vendor fails or refuses to sign the contract or any subsequent amendment within five (5) business days of delivery, the AOC may elect to cancel the award and may award the contract to the next highest-ranked finalist.

Any subcontracts necessary to perform the contract shall be subject to the prior written approval of the AOC.

8.2 General Terms and Conditions

The Vendor selected will be expected to enter into a contract with the AOC which will contain special terms and conditions related to this RFP and general terms and conditions. The Special Terms and Conditions will be based on the services to be provided as described in this RFP. **In no event is a Vendor to submit its own standard contract terms and conditions as a response to this RFP and such submission will be viewed as non-responsive and the response may not be evaluated.** The general terms and conditions are attached as Appendix F.

8.3 Criminal Background Check

As a requirement of the contract, the AOC may require the Vendor, and any employee, assistant, agent, or subcontractor of the Vendor completing work under the contract, to provide the results of criminal background check. Such an investigation will be done at the Vendor's expense and may include, but not be limited to, fingerprinting and criminal history records checks. The Vendor will agree to cooperate fully with the AOC in completion of this requirement. Results of the investigation and/or failure of the Vendor and any employee, assistant, agent, or subcontractor of the Vendor completing work under the contract to cooperate fully may be grounds for termination of the contract.

8.4 Confidentiality Agreements

The Vendor contractor may have access confidential and/or propriety information during the period of performance. Vendor will sign a confidentiality agreement safeguarding such information.

8.5 Workstation and Facility Fees

AOC may provide workstations for the contract staff and a building access key a telephone and network connection. AOC will charge the CONTRACTOR a workstation fee of \$887.00 for the first month and \$395.00 per month thereafter to cover costs for the workstations assigned. This amount shall be invoiced by the CONTRACTOR on a monthly basis as a credit against invoiced charges to AOC.

8.6 Hardware and Software Responsibility

The Contractor shall ensure that its representatives have the hardware and software necessary to complete the engagement, unless special circumstances exist where either AOC's hardware or software is needed. Such special circumstances should be noted in the Vendor's proposal. AOC will not supply hardware or software to the Contractor unless specifically agreed to in writing or as specified in this RFP.

Appendix A – Terminology

AOC	Administrative Office of the Courts
Data Exchange	A process that makes data available in electronic form from one computer server to another so that an automated system can process it
DISCIS	District and Municipal Court Information System (DISCIS)
IEPD	Interface Exchange Package Documentation
JIS	Judicial Information System(s) (Note: JIS is often used to refer to the suite of applications that the AOC maintains for tracking court case and person information. JIS is also used to refer to a specific statewide application (also known as DISCIS).
LINX System	Legal Information Network Exchange System, Pierce County's local Superior Court Case Management System
NIEM	National Information Exchange Model – a set of nationally acknowledged XML standards
RFP	Request For Proposal
SCDX	Superior Court Data Exchange
SCOMIS	Superior Court Management Information System
XML	Extensible Markup Language – method of putting identifier tags around data elements when exchanging data

Appendix B – Vendor Proposal Requirements Checklist

Vendor proposals are to be organized into the (5) sections identified below. The information requested in each section should be provided in the order listed and use the same item reference numbers. All information requested below must be provided for a Vendor proposal to be considered responsive. All Vendor proposals are due by the date specified in Section 1 of the RFP.

B.1 Submittal Letter

Vendor's Letter of Submittal must be on the Vendor's official business letterhead signed and dated by a person authorized to legally bind the bidder to a contractual relationship. The Letter of Submittal must include the following:

1. Vendor Name.
2. Contact name, address, telephone number, e-mail address and fax number of Vendor's point of contact.
3. Provide a statement that no assistance in preparing the response was received from any current or former employee of the AOC whose duties relate(d) to this RFP, unless such assistance was provided by the employee in his or her official public capacity and that neither such employee nor any member of his or her immediate family has any financial interest in the outcome of this RFP.
4. State whether any of the individuals that will provide services if the Vendor is awarded a contract is a current AOC employee or former AOC employee during the past two years. If true, state the individual's title and termination date.
5. If the Vendor has had a contract terminated for cause during the past five (5) years, describe all such incidents, including the other parties' names, addresses, and telephone numbers. Present the Vendor's position on the matter. Termination for cause is defined as notice to stop performance or delivery due to Vendor's non-performance or poor performance, and the issue was either: (a) not litigated; or (b) litigated and such litigation determined the Vendor to be in cause. If the Vendor has had no such terminations for cause in the past five (5) years, so state. Poor contract performance may cause the Vendor to be eliminated from consideration. FAILURE TO DISCLOSE will result in disqualification of the Vendor and, if applicable, may be grounds for termination of any contract entered with the Vendor.
6. The Vendor must disclose any and all judgments, pending or expected litigation. If no such condition is known to exist, the Vendor shall warrant as such in a statement.

7. Explicit agreement from Vendor to adhere to all terms and conditions expressed herein.
8. Provide a statement that the price quoted in Cost Proposal constitutes a firm offer valid for ninety (90) days from the Proposal due date.
9. Provide the earliest date on which you could begin work.

B.2 Vendor Qualifications

- 1 Identify specific projects, length of engagement, project size and customers where the Vendor managed a development project using Java, Jagacy, BizTalk and WebSphere MQ.
- 2 Provide resumes of key personnel that will be assigned full-time to work on-site at the AOC. Resumes from Vendor technical resources need to identify the skills and experience the individual has with Java, Jagacy, BizTalk and WebSphere MQ.
- 3 Any additional information that the Vendor would like to provide concerning their qualifications.

B.3 Project Proposal

Vendors are to provide a project proposal so that the AOC can assess the Vendor's understanding of the requirements and provide a cohesive plan that includes the following:

- Proposed approach
- Assumptions
- Delivery schedule
- Staffing Plan
- Risks

The Vendor's project proposal should reconcile with the completed Pricing Matrix.

B.3.1 Proposed Approach

Vendors are to provide the details on how they propose to implement the RFP requirements.

B.3.2 Assumptions

Vendors are to identify their Project Proposal assumptions.

B.3.3 Delivery Schedule

Vendors are to provide a schedule of the major activities that will need to be completed to implement the Vendor RFP requirements. The delivery schedule should cover from Contract Start through Production Increment 5 release. The delivery schedule should include the following:

- Major activities
- Amount of time required to complete each activity
- Amount of work hours required, by skill-set to complete each activity
- Dependencies between activities
- External dependencies, including with the AOC

While the AOC has provided an estimated timeline for completing the Vendor requirements, the Vendor is expected to develop their own delivery schedule. While completing these RFP requirements within 12 months is not mandatory, Vendors are encouraged to adjust staffing levels and Vendor team skills to complete the Vendor RFP requirements within 12 months.

B.3.4 Staffing Plan

Vendors are to provide a staffing plan identifying the number of Vendor team members engaged full-time on-site at the AOC each month, by skill-set through the duration of this effort. For the Vendor key personnel identified in Section B.2.2, these individuals should be identified by name on the staffing plan. The delivery schedule and staffing plan should be aligned.

B.3.5 Risks

Vendors are to identify their Project Proposal risks and document their proposed risk mitigation.

B.4 Price Proposal

Vendors are required to submit a price proposal, under separate cover, based on the instructions, requirements, and worksheets discussed in the following sections. Vendors may submit additional pricing information as an appendix to their proposal.

The AOC intends to enter into a Deliverables-Based contract for the Professional Services described in this RFP. The Vendor must propose cost on a per deliverable basis. Deliverables must be tied to milestones as described in the Vendor's Proposed Project Plan.

B.4.1 Pricing Instructions

The Vendor must submit information detailing the proposed pricing of the Professional Services. The AOC reserves the right to review all aspects of

the price proposal for reasonableness and to request clarification of any proposal where the price component shows significant and unsupported deviation from the Vendor's proposal, industry norms, or in areas where detailed pricing is required.

The AOC reserves the right to offer finalists a chance to submit a best and final offer. Vendors may be asked to propose additional discounts, benefits, price reductions, or savings that were not previously presented in the Vendor's response. Selected Vendors are not required to submit a best and final offer and may submit a written response notifying the AOC that their response remains as originally submitted.

B.4.2 Project Pricing

The Vendor's price proposal must use the Pricing Matrix in Appendix C. The Vendor must provide the required labor estimates in hours and the Vendor bill rates for each category of the Pricing Matrix. The embedded formulas in the Pricing Matrix will calculate the total price for each category, as well as the total price for the project. If the Vendor's proposal has additional categories not included in the Pricing Matrix, the Vendor should provide a supplemental worksheet for all additional categories, so that the AOC has the total Vendor price to complete the project.

B.4.3 Payment Schedule

The Vendor must propose a payment schedule. This payment schedule must be linked to milestone deliverables included in the proposed implementation plan. It is expected proposed payments will be commensurate with the products or services provided.

B.5 Customer References

Vendor must provide a list of at least (3) customer references for which they have delivered products and services of similar size, scope and technology. Include the company names, mailing addresses, contact names, telephone numbers, dates of service, contract value, and a brief description of the similar services you provided for them in the past. Provide references for Professional Services. AOC may contact referenced clients during the evaluation process. Please include other court systems or Washington State agencies if possible.

Appendix C – Pricing Matrix

Categories	Hours	Bill Rate	Total Cost
Project Management Includes creating/updating the following deliverables: <ul style="list-style-type: none"> o Project Implementation Plan o Bi-Weekly Project Status Reports o Bi-Weekly Project Schedule Updates o Maintaining Project Tracking Logs 			\$0.00
Application Design Includes creating the following deliverables: <ul style="list-style-type: none"> o Application Design Document 			\$0.00
Development - Jagacy Includes the following: <ul style="list-style-type: none"> o Creating Technical Design Documents o Coding & Unit Testing 			\$0.00
Development - Websphere MQ Includes the following: <ul style="list-style-type: none"> o Creating Technical Design Documents o Coding & Unit Testing 			\$0.00
Development - BizTalk Includes the following: <ul style="list-style-type: none"> o Creating Technical Design Documents o Coding & Unit Testing 			\$0.00
Development - Standalone Test Driver & Documentation			\$0.00
System Verification Includes the following for each Production Increment: <ul style="list-style-type: none"> o Develop Verification Test Plans o Develop Verification Test Procedures o Develop Verification Test Results o Performing Verification Testing for all Services & system level requirements o Providing technical support during AOC QA Testing 			\$0.00
Operation Documents Includes creating the following documents: <ul style="list-style-type: none"> o SCDX Users Guide o SCDX OPS Document o Index of Location for All SCDX Project Deliverables 			\$0.00
Estimated Travel (\$) (Includes Travel, Lodging & Per Diem)			
Price Totals from Other Price Worksheets			
Total Project	0.0		\$0.00
Project Price Per SCOMIS Data Exchange Service (59)			\$0.00

Appendix D – SCOMIS Data Exchange Inventory of Services

#	Service Name	Description	SCDX Project Prod Increment	LINX System Priority
1	AocDxCasDocketSuperiorAdd	Add Docket Entry supports the ability for a Superior Court to submit a docket entry from their local system to SCOMIS. A docket entry describes an event in the case which is usually associated with a court instrument. Docket entries are appended to the end of the docket for the case.	1	1
2	AocDxCasDocketSuperiorDelete	Delete Docket Entry supports the ability for a Superior Court to delete a specified docket entry for a specified case number. All sub-dockets or continuation lines will be deleted.	1	1
3	AocDxCasDocketSuperiorInsert	Insert Docket Entry supports the ability for a Superior Court to insert a new docket entry into a specific location in a case's docket.	1	1
4	AocDxCasDocketSuperiorUpdate	Update Docket Entry supports the ability for a Superior Court to update an existing docket entry.	1	1
5	AocDxCasDocketSuperiorGet	Get Case Docket supports the ability to query Superior Court case management data, based upon provided Case Docket information and returns the requested case management records with unique Docket Row Token identifier.	1	New
6	AocDxCasCompletionSuperiorDelete	Delete Case Completion supports the ability for a Superior Court to remove any existing Case Completion data on file for the identified case. This capability resets the Case Completion Date and Case Completion Code fields to empty values. This capability is limited to case types 1-8. Judgment cases are handled through the Update Judgment Status business capability.	1	2
7	AocDxCasCompletionSuperiorUpdate	Update Case Completion supports the ability for a Superior Court to utilize one of two key concepts used by case management and caseload statistical reporting: Completion. Completion means that all dispositive documents have been filed with the clerk. A case must be resolved before it can be completed, but in some cases a case can be resolved and completed at the same time.	1	2

#	Service Name	Description	SCDX Project Prod Increment	LINX System Priority
8	AocDxCasResolutionSuperiorDelete	Delete Case Resolution supports the ability for a Superior Court to remove any existing Case Resolution data on file for the identified case. This capability resets the Case Resolution Date and Case Resolution Code fields to empty values.	1	2
9	AocDxCasResolutionSuperiorUpdate	Update Case Resolution supports the ability for a Superior Court to utilize one of two key concepts used by case management and caseload statistical reporting: Resolution. Resolution means that all issues for all parties in the case have been settled. This capability is limited to case types 1-8. Judgment cases are handled through the Update Judgment Status business capability.	1	2
10	AocDxCasSuspendedStatusHistorySuperiorAdd	Add Case Status History supports the ability for a Superior Court to add a case suspended status to an active SCOMIS case, types 1-8. Judgment case status is not supported by this capability. Use the Update Judgment Status capability.	1	2
11	AocDxCasSuspendedStatusHistorySuperiorDelete	Delete Case Status History supports the ability for a Superior Court to remove a status history entry for an active SCOMIS case, types 1-8. Judgment case status is not supported by this capability. Use the Update Judgment Status capability.	1	2
12	AocDxCasSuspendedStatusHistorySuperiorUpdate	Update Case Status History supports the ability for a Superior Court to manually update the suspended status for active SCOMIS cases, types 1-8. Judgment case status is not supported by this capability. Use the Update Judgment Status capability.	1	2
13	AocDxCasSuperiorCivilFile	File Civil Case supports the ability for a Superior Court to file a civil case without having to include other case related information. The capability supports adding participants as identified persons if required or to file a civil case without identified persons.	1	3
14	AocDxCasSuperiorCivilUpdate	Update Civil Case supports the ability for a Superior Court to update the basic case information for an existing civil case in SCOMIS. This is required to support data entry errors or changes discovered through subsequent court activity. Only applicable to case types 2, 3, 4, 5, and 6.	1	3

#	Service Name	Description	SCDX Project Prod Increment	LINX System Priority
15	AocDxCasSuperiorDelete	Delete Case supports the ability for a Superior Court to delete a case accidentally created in SCOMIS through data entry error. Most often these are caused by having the court document from another case mistakenly processed with a newly initiated case. The case that has been created needs to be deleted from SCOMIS.	1	3
16	AocDxCasSuperiorJuvenileDependencyFile	File Juvenile Dependency Case supports the ability for a Superior Court to file a SCOMIS juvenile dependency case with identified participants. This capability supports linking the Superior Court case to an existing juvenile referral or creating one. Applies to Case Type 7 only.	TBD	3
17	AocDxCasSuperiorJuvenileDependencyUpdate	Update Juvenile Dependency Case supports the ability for a Superior Court to update the basic case information for an existing juvenile dependency case. This is required to support data entry errors or changes discovered through subsequent court activity. Applies to Case Type 7 only.	TBD	3
18	AocDxCasParticipantAliasSuperiorAdd	Add Case Participant Alias supports the ability for a Superior Court to establish an alias name for an existing SCOMIS Litigant. This capability applies to all superior court case types. To add an alias for an identified person, see the Add Person Alias capability.	TBD	4
19	AocDxCasParticipantAliasSuperiorDelete	Delete Case Participant Alias supports the ability for a Superior Court to delete an existing alias for a SCOMIS Litigant. This capability applies to all superior court case types. To delete an alias for an identified person, see the Delete Person Alias capability.	TBD	4
20	AocDxCasParticipantAliasSuperiorUpdate	Update Case Participant Alias supports the ability for a Superior Court to update an existing alias for a SCOMIS Litigant. This capability applies to all superior court case types. To update an alias for an identified person, see the Update Person Alias capability.	TBD	4

#	Service Name	Description	SCDX Project Prod Increment	LINX System Priority
21	AocDxCasParticipantSuperiorAdd	Add Case Participant supports the ability for a Superior Court to submit a new case participant from their local system to SCOMIS. A participant is any person or organization that takes part in a case. Each participant added will be assigned the next higher entry sequence number, i.e. new participants will be appended to the end of the list of existing participants. All applicable types of persons can be added as participants. This applies to all superior court case types 1-9.	TBD	4
22	AocDxCasParticipantSuperiorDelete	Delete Case Participant supports the ability for a Superior Court to submit a removal of a case participant from their local system to SCOMIS. A participant is any person or organization that takes part in a case. All types of participants can potentially be deleted subject to business rules governing validation of deletion. This applies to all superior court case types 1-9.	TBD	4
23	AocDxCasParticipantSuperiorUpdate	Update Case Participant supports the ability for a Superior Court to submit modified participant data from their local system to SCOMIS. A participant is any person or organization that takes part in a case. This applies to all superior court case types 1-9.	TBD	4
24	AocDxCasInformationBasicSuperiorUpdate	Update Information and Charges supports the ability for a Superior Court to correct data entry and other errors to a specified information. The Superior Court will indicate which Information is being updated and provide the update data. This capability applies only to case types 1 and 8.	TBD	5
25	AocDxCasSuperiorCriminalFile	File Criminal Case supports the ability for a Superior Court to file a SCOMIS criminal case with identified participants. The defendant must be provided and must be identified by the defendant's Person Name Code. An additional participant who is well identified may be added by this capability. Attorneys and poorly-identified participants cannot be added by this capability.	TBD	5
26	AocDxCasSuperiorCriminalUpdate	Update Criminal Case supports the ability for a Superior Court to update the basic case information for an existing criminal case in SCOMIS. This is required to support data entry errors or changes discovered through subsequent court activity.	TBD	5

#	Service Name	Description	SCDX Project Prod Increment	LINX System Priority
27	AocDxCasSuperiorJuvenileOffenderFile	File Juvenile Offender Case supports the ability for a Superior Court to file a SCOMIS juvenile offender case with participants who are identified persons. The juvenile offender must be provided and must be identified by the offender's Person Name Code. Additional participants who are identified persons may be added by this capability.	TBD	5
28	AocDxCasSuperiorJuvenileOffenderUpdate	Update Juvenile Offender Case supports the ability for a Superior Court to update the basic case information for an existing juvenile offender case. This is required to support data entry errors or changes discovered through subsequent court activity.	TBD	5
29	AocDxCasChargeResultSuperiorUpdate	Update Charge Result supports the ability for a Superior Court to update Charge result data for one or more charges for a specified Information for an active SCOMIS case.	TBD	6
30	AocDxCasChargeSuperiorAdd	Add Charge supports the ability for a Superior Court to add a charge from the specified information.	TBD	6
31	AocDxCasChargeSuperiorDelete	Delete Charge supports the ability for a Superior Court to delete a charge from a specified information. This ability is required to remove data entry errors. This capability deletes all continuation lines for a charge as well, including deadly weapon, charge modifiers, alternate charges, definitions, and notes.	TBD	6
32	AocDxCasChargeSuperiorUpdate	Update Charge supports the ability for a Superior Court to update a charge from the specified information.	TBD	6
33	AocDxCasInformationChargeSuperiorAdd	Add Information and Charges supports the ability for a Superior Court to process an original or amended information and charges received from the prosecuting attorney. Through this capability, courts can: Add and Amend Information and Charges. This capability applies only to case types 1 and 8.	TBD	6
34	AocDxCasInformationChargeSuperiorDelete	Delete Information and Charges supports the ability for a Superior Court to delete a specified Information and all of its charges. This is required to support data entry errors where the wrong Information and charges were entered for a specific Case Number. This capability applies only to case types 1 and 8.	TBD	6

#	Service Name	Description	SCDX Project Prod Increment	LINX System Priority
35	AocDxCasSealSuperiorUpdate	The Seal Case business capability supports the ability for a Superior Court to seal and unseal a case. Applies to all Superior Court case types 1-8. For further information, see Sealed Case Overview and JIS Online Manual - Characteristics of Electronically Sealed Cases.	TBD	7
36	AocDxCasSentenceSuperiorAdd	Add Sentence supports the ability for a Superior Court to provide initial sentencing information for a criminal or juvenile case.	TBD	7
37	AocDxCasSentenceSuperiorDelete	Delete Sentence supports the ability for a Superior Court to delete the information for a sentence for a specified Case Number.	TBD	7
38	AocDxCasSentenceSuperiorUpdate	Update Sentence supports the ability for a Superior Court to submit modified Sentence data for adult and juvenile criminal cases. This is required to support data entry errors as well.	TBD	7
39	AocDxCasParticipantRelationshipSuperiorAdd	Add Case Participant Relationship supports the ability for a Superior Court to establish a family/personal relationship between two identified persons who are both participants in a case. Applies to identified persons in superior court cases.	TBD	8
40	AocDxCasParticipantRelationshipSuperiorDelete	Delete Case Participant Relationship supports the ability for a Superior Court to delete an existing family/personal relationship for an existing identified person. Applies to identified persons in superior court cases.	TBD	8
41	AocDxCasParticipantRelationshipSuperiorUpdate	Update Case Participant Relationship supports the ability for a Superior Court to update an existing family/personal relationship for an identified person. Applies to identified persons in superior court cases.	TBD	8
42	AocDxCasPCNSuperiorDelete	Delete Process Control Number supports the ability for a Superior Court to delete a Process Control Number from SCOMIS. This is required to support data entry errors that require the removal of an incorrect Process Control Number previously submitted to SCOMIS.	TBD	8
43	AocDxCasPCNSuperiorRecord	Record Process Control Number supports the ability for a Superior Court to associate a Process Control Number with a person and a case. Supplying this information enables the electronic transmission of PCN data to WSP.	TBD	8

#	Service Name	Description	SCDX Project Prod Increment	LINX System Priority
44	AocDxCasereferralRelationshipSuperiorAdd	Add Case to Referral Relationship supports the ability for a Superior Court to relate a superior court case to a juvenile referral. Applies to juvenile case types 7 and 8 only.	TBD	8
45	AocDxCasereferralRelationshipSuperiorDelete	Delete Case to Referral Relationship supports the ability for a Superior Court to disassociate a court case from a juvenile referral. Applies to juvenile case types 7 and 8 only.	TBD	8
46	AocDxCasereferralRelationshipSuperiorUpdate	Update Case to Referral Relationship supports the ability for a Superior Court to replace a juvenile referral related to a court case with a different juvenile referral. Applies to juvenile case types 7 and 8 only.	TBD	8
47	AocDxPersonAdd	Add Person supports the ability for a Superior Court to create a unique, identified person in JIS for an individual named as a litigant in a case. Identified persons must exist in JIS before a case involving them can be created. Only applies to a JIS person record with an IN Person Type Code.	TBD	8
48	AocDxPersonAliasAdd	Add Person Alias supports the ability for a Superior Court to establish an alias relationship between two existing identified persons.	TBD	8
49	AocDxPersonAliasDelete	Delete Person Alias supports the ability to delete an existing alias relationship for existing identified persons.	TBD	8
50	AocDxPersonAliasUpdate	Update Person Alias supports the ability for a Superior Court to update an existing alias relationship for existing identified persons.	TBD	8
51	AocDxPersonBasicUpdate	Update Person Basic supports the ability for a Superior Court to provide updated information for an existing identified person. This capability includes demographic data and personal identification numbers (PINs). This capability does not include addresses, telephone numbers, and email address. For juveniles, the capability supports the ability to update the school district or education district by their Person Name Code. It supports removing the Juvenile Number. The capability supports the ability to remove a DOC Number.	TBD	8
52	AocDxPersonGet	Get Person supports the ability for a Superior Court to retrieve all the data about an identified person from the JIS database. Only applies to a JIS person record with an IN Person Type Code.	TBD	8

#	Service Name	Description	SCDX Project Prod Increment	LINX System Priority
53	AocDxCASEJudgmentStatusSuperiorUpdate	Update Judgment Status supports the ability for a Superior Court to update the Status Code and Status Date for a Judgment case. Judgment cases do not have separate data for Completion Code and Completion Date as do other case types. Applies to Superior Court case type 9 only.	TBD	9
54	AocDxCASEJudgmentSuperiorFile	File Judgment Case supports the ability for a Superior Court to create a Judgment case (case type 9). These can be created at any time and added to SCOMIS cases whenever a judge or commissioner awards a judgment for a SCOMIS case. Judgment cases are associated to existing SCOMIS cases through the Originating Case Number.	TBD	9
55	AocDxCASEJudgmentSuperiorUpdate	Update Judgment Case supports the ability of a Superior Court to update Judgment case basic information for a Judgment case that already exists in SCOMIS. Applies to Superior Court case type 9 only.	TBD	9
56	AocDxCASEParticipantSuperiorReplace	Replace Case Participant supports the ability for a Superior Court to submit a replacement person for a participant from their local system to SCOMIS. A participant is any person or organization that takes part in a case. This applies to all superior court cases (1-9) that can have identified persons as participants.	TBD	9
57	AocDxCASESuperiorConsolidate	Consolidate Case supports the ability for a Superior Court to associate one case with another. Case Consolidation is used to relate cases to each other. For example, consolidation can be used to create co-defendant cases. Up to five case numbers can be consolidated to the master case number. The list of provided case numbers replaces the existing list of consolidated case numbers. Up to five case numbers can be consolidated to the master case number. The list of provided case numbers replaces the existing list of consolidated case numbers.	TBD	9
58	AocDxCASESuperiorExpunge	Expunge Case supports the ability for a Superior Court to remove almost all data from a case leaving only the case number and case title. This capability applies to all superior court case types that use identified persons as participants.	TBD	9

#	Service Name	Description	SCDX Project Prod Increment	LINX System Priority
59	AocDxPersonContactUpdate	Update Person Contact supports the ability for a Superior Court to provide updated contact information for an existing identified person. This capability includes addresses, telephone numbers, and email address. This capability does not include demographic data and personal identification numbers (PINs). Only applies to a JIS person record with an IN Person Type Code.	TBD	9

Appendix E – Project Document Deliverables

E.1 Table of SCDX Project Deliverables

#	Number of Documents	Who Produces	Document Title	Needed For	Description
1	1	AOC	Inventory of Superior Court Data Exchange Services	RFP	A descriptive list of the (59) SCDX Services and service delivery priority.
2	1	AOC	SCDX Application Requirements	RFP	Define the application requirements for the Superior Court Data Exchange project. Security, Logging, Error Handling, Build environment, Test Driver, Message Latency,
3	1	AOC	Technical Architecture - To Be System Architecture	RFP	Documents the high-level SCDX architecture.
4	1	AOC	JIS Main Menu Functional Specification	RFP	Defines the JIS screens and screen actions to use the JIS main menu.
5	1	AOC	SCOMIS Command Screen Document	RFP	Defines the SCOMIS Command Screen actions to access the SCOMIS services.
6	1	AOC	JIS and SCOMIS Common Functional Specification	RFP	This document defines the common functions that need to be incorporated across all SCDX services.
7	59	AOC	Business Capability Documents (1)	RFP	Documents the business capabilities, business terms & business rules for each SCDX Service. One Business Capability document for each service.

#	Number of Documents	Who Produces	Document Title	Needed For	Description
8	59	AOC	Data Modeling Diagrams (1)	RFP	Data model diagram using UML for each SCDX Service. One Data Model Diagram for each service.
9	59	AOC	Business/NIEM Mapping Spreadsheets (1)	RFP	<p>a) Mapping for the input & output for each SCDX service: Business Name, DB Name, Field Name, Screen Name, Screen Row, Screen Column & field length. This information will be needed to perform the SCOMIS/JIS screen scraping.</p> <p>b) Mapping for the input & output for each SCDX service and the corresponding NIEM parameter. These spreadsheets will be incorporated into the IEPDs.</p>
10	59	AOC	Functional Specifications (1)	RFP	Functional specification(s) are defined for each service and document the JIS and SCOMIS screen sequence, and screen actions required to perform a specific SCDX service. This information will be needed to perform the JIS and SCOMIS screen scraping.
11	59	AOC	Information Exchange Package Documentation (IEPDs) (1)	RFP	Define the XML NIEM web messaging schemas & associated documentation
12	1	AOC	SCDX Operations Manual Requirements	RFP	Define the requirements for the SCDX Operations manual.
13	1	AOC	SCDX Operations Manual Template	RFP	Defines the SCDX Operations Manual template.

#	Number of Documents	Who Produce	Document Title	Needed For	Description
14	1 per Prod Incr	AOC	SCDX QA Test Plan	Incr QA Acceptance Test	AOC QA team will develop
15	1 per Prod Incr	AOC	SCDX QA Test Procedures	Incr QA Acceptance Test	AOC QA team will develop
16	1 per Prod Incr	AOC	SCDX QA Test Results	Incr QA Acceptance Test	AOC QA team will develop
17	1	Vendor	Project Implementation Plan	Contract Start + 30 days	The selected Vendor will develop this document within 30 days of contract award and as a minimum this document will need to include the following: <ul style="list-style-type: none"> o Overview of Project Scope o Project Assumptions o Project Risks o Project Staffing Plan / Project Team Structure o Project Dependencies o Detailed Project Schedule (in MS Project)
18	Bi-Weekly	Vendor	Project Status Report & Updated Project Schedule	Contract Start + 30 days	The selected Vendor will provide a Bi-Weekly Status Report and an updated project schedule (MS Project). The updated project schedule will reflect the current % Work Complete for all scheduled activities and an estimate to complete.

#	Number of Documents	Who Produce	Document Title	Needed For	Description
19	Maintain	Vendor	Maintain Project Tracking Logs	Contract Start + 30 days	The selected Vendor will maintain the following project tracking logs: <ul style="list-style-type: none"> o Project Risk Log o Project Issues Log o Project Decision Log o Project Change Control Log
20	1	Vendor	Application Design Document	SCDX Design	Defines the Data Exchange application and the high-level design for each of the following components & how these components interact in the process of performing SCOMIS services: IIS, BizTalk, MQ Services & Jagacy.
21	118	Vendor	Technical Design Document	SCDX Development	Defines the program details for each SCOMIS service on CICS (Jagacy) and BizTalk. Includes program logic flow diagrams.
22	1 per Prod Incr	Vendor	SCDX Verification Test Plan	Prod Incr Verification Test	For SCDX Verification
23	1 per Prod Incr	Vendor	SCDX Verification Test Procedures	Prod Incr Verification Test	For SCDX Verification
24	1 per Prod Incr	Vendor	SCDX Verification Test Results	Prod Incr Verification Test	For SCDX Verification
25	1	Vendor	SCDX Users Guide	Prior to Production Release	Defines the necessary information for a local court system to interface to the Superior Court Data Exchange

#	Number of Documents	Who Produces	Document Title	Needed For	Description
26	1	Vendor	SCDX Operations Document	Prior to Production Release	Define the tools & process for building and deploying a SCDX image.
27	1	Vendor	Index of Location For All SCDX Project Deliverables	Prior to Production Release	Provide the deliverable required for the AOC Data Exchange Website

Notes:

1. The AOC will deliver the detailed documentation for (3) SCDX Services with the RFP. This documentation provides all the details the Vendor will need to fully implement these services.

E.2 SCDX Project Documents

The following SCDX project documentation has been provided as part of this RFP:

- A. SCDX Document.zip file
 - Application Requirements Document
 - Technical Architecture – To Be System Architecture
 - Technical Design Document Template
 - SCDX Operations Manual Requirements
 - SCDX Operations Manual Template
 - JIS and SCOMIS Common Functional Specification
 - JIS Main Menu Functional Specification
 - SCOMIS Command Screen
- B. SCDX Service – CaseRsoSupUpd.zip file
 - IEPD
 - o Business/NIEM Mapping Spreadsheets
 - o Data Model Diagram (UML)
 - Business Capability Document
 - Functional Specification
- C. SCDX Service – CaseDktSupUpd.zip file
 - IEPD
 - o Business/NIEM Mapping Spreadsheets
 - o Data Model Diagram (UML)
 - Business Capability Document
 - Functional Specification
- D. SCDX Service – CaseSupCivFile.zip file
 - IEPD
 - o Business/NIEM Mapping Spreadsheets
 - o Data Model Diagram (UML)
 - Business Capability Document
 - Functional Specification
- E. Pricing Spreadsheet.xls file

Appendix F – General Terms and Conditions

ACCESS TO DATA: In compliance with chapter 39.29 RCW, the Contractor shall provide access to data generated under this contract to AOC, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, recommendations of the Contractor's reports, including computer models and methodology for those models.

ADVANCE PAYMENTS PROHIBITED: No payment in advance or in anticipation of services to be provided under this contract shall be made by the AOC.

AMERICAN WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35: The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

ANTI-TRUST ASSIGNMENT: The Contractor assigns to the AOC any and all claims for price fixing or overcharges, which arise under the anti-trust laws of the State of Washington, relating to goods, products, or services purchased under this contract.

CHANGES AND MODIFICATIONS: Any change or modification to this contract must be in writing and signed by both parties.

CONFLICT OF INTEREST: The AOC may, by written notice to the Contractor, terminate this contract if it is found after due notice and examination by the AOC that there is a violation of the Ethics in Public Service Act, chapter 42.52 RCW; or any similar statute involving the Contractor in the procurement of, or performance under, this contract.

In the event this contract is terminated as provided above, the AOC shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor. The rights and remedies of the AOC provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.

CONTRACT MANAGEMENT: The Contract manager for each of the parties shall be the contact person for all communications and billings regarding the performance of this Contract. Contract Managers' contact information is set forth in the main body of the contract called "Designated Contact." Invoices and bills should be sent to AOC, Financial Services whose address is set forth in the main body of the contract.

COUNTERPARTS: If requested, this contract may be executed in duplicate, and each party shall consider each duplicate an original copy of this contract for all purposes. Each party agrees that a facsimile (FAX) or scanned transmission of any fully executed original document shall have the same effect as the original.

COVENANT AGAINST CONTINGENT FEES: The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for commissions, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Contractor for purposes of securing business. The AOC shall have the right, in the event of breach of this clause by the Contractor, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

DISPUTES: In the event a bona fide dispute concerning a question of fact arises between the Contractor and the AOC and it cannot be resolved between the parties, either party may initiate the dispute resolution procedure provided herein.

Time is of the essence in resolving disputes. The initiating party shall reduce its description of the dispute to writing and deliver it to the responding party. The responding party shall respond in writing within three Business Days.

Then, both parties shall have three Business Days to negotiate in good faith to resolve the dispute. If the dispute cannot be resolved after the three Business Days, an objective and unbiased dispute resolution panel may be requested in writing by either party who shall also identify the first panel member. The panel member must not be employed by the party nor have any type of affiliation through agency, retainer, or subcontracting with the party.

Within three Business Days of receipt of the initiating party's request, the responding party will designate a panel member. The panel member must not be employed by the party nor have any type of affiliation through agency, retainer, or subcontracting with the party. The two chosen panel members will appoint a third individual to the dispute resolution panel within the next three Business Days.

The dispute resolution panel will review the written descriptions of the dispute, gather additional information as needed, and render a decision on the dispute in the shortest practical time.

Each party shall bear the cost for its panel member and share equally the cost of the third panel member.

Both parties agree to be bound by the determination of the dispute resolution panel.

Both parties agree to exercise good faith in dispute resolution and to settle disputes prior to using a dispute resolution panel whenever possible.

The AOC and the Contractor agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this Contract which are not affected by the dispute.

Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable ADR or mediation method in addition to the dispute resolution procedure outlined above.

GOVERNING LAW: This contract shall be governed by the laws of the state of Washington. In the event of a lawsuit involving this contract, venue shall be proper only in Thurston County. The Contractor by execution of this contract acknowledges the jurisdiction of the courts of the state of Washington in this matter.

INDEMNIFICATION: The Contractor shall defend, protect, and hold harmless the state of Washington, the AOC, or any employees thereof, from and against all claims, suits or actions arising from the Contractor's acts which are libelous or slanderous, which result in injury to persons or property, which violate a right of confidentiality, or which constitute an infringement of any copyright, patent, trademark or tradename through use or reproduction of material of any kind. Contractor shall be required to indemnify, defend, and hold harmless the AOC only to the extent claim is caused in whole or in part by negligent acts or omissions of Contractor, Contractor's agents, employees or subcontractors.

INDEPENDENT CAPACITY OF THE CONTRACTOR: The Contractor and his or her employees or agents performing under this contract are not employees or agents of AOC. The Contractor will not hold himself/herself out to be an officer or employee of AOC or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to an employee under chapter 28B.16 RCW or chapter 41.06 RCW or which would accrue to an employee of the Judicial Branch specifically exempted by chapter 41.06 RCW. Conduct and control of the work will be solely with the Contractor.

INDUSTRIAL INSURANCE COVERAGE: Prior to performing work under this agreement, the Contractor shall provide or purchase industrial insurance coverage for the Contractor's employees, as may be required by an "employer" as defined in Title 51 RCW, and shall maintain full compliance with Title 51 RCW during the course of this contract. Should the Contractor fail to secure industrial insurance or fail to pay premiums, as may be required under Title 51 RCW, the AOC may deduct the amount of premiums and any

penalties owing from the amounts payable to the Division of Industrial Insurance. This provision does not waive any right under RCW 51.12.050 to collect from the Contractor amounts paid by the AOC.

The AOC will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for this Contractor or any Subcontractor or employee of the Contractor which might arise under the industrial insurance laws during the performance of duties and services under this contract. If the Washington State Department of Labor and Industries, upon audit, determines that industrial insurance payments are due and owing as a result of work performed under this contract, those payments shall be made by the Contractor; the Contractor shall indemnify the AOC and guarantee payment of such amounts.

Industrial insurance coverage through the Department of Labor and Industries is optional for sole proprietors, partners, corporate officers and others, per RCW 51.12.020.

LICENSING, ACCREDITATION AND REGISTRATION: The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards necessary for the performance of this contract.

LIMITATION OF AUTHORITY: Only the Court Administrator or the Court Administrator's delegates (delegation to be made in writing prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract on behalf of the AOC. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this contract is not effective or binding unless made in writing and signed by the Court Administrator or his or her delegate.

NONASSIGNABILITY: Neither this contract, nor any claim arising under this contract, shall be transferred or assigned by the Contractor.

NONDISCRIMINATION: During the performance of this contract, the Contractor shall comply with all federal and state nondiscrimination laws, regulations and policies.

NONCOMPLIANCE WITH NONDISCRIMINATION LAWS: In the event of the Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the AOC. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance.

PERSONALITY RIGHTS: AOC must obtain the Contractor's prior approval before use of the Contractor's name, voice, signature, photograph or other likeness in conjunction with services provided under this Agreement and to

videotape or audio record the presentation. Such approval shall not be unreasonably withheld.

PRIVACY PROTECTION: Personal information collected, used or acquired in connection with this contract shall be used solely for the purposes of this contract. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as provided by law. Contractor agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

The AOC reserves the right to monitor, audit, or investigate the use of personal information collected, used or acquired by the Contractor through this contract. The monitoring, auditing or investigating may include but is not limited to “salting” by the AOC. Salting is the act of placing a record containing unique but false information into a database that can be used later to identify inappropriate disclosure of data contained in the database.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The Contractor agrees to indemnify and hold harmless the AOC for any damages related to Contractor's sole unauthorized use of personal information.

PUBLICITY: The Contractor agrees to submit to the AOC all advertising and publicity matters relating to this contract in which AOC's name can be implied or is specifically mentioned. The Contractor agrees not to publish or use such advertising and publicity matters without the prior written consent of AOC.

RECORDS, DOCUMENTS, AND REPORTS: The Contractor shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AOC, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or contract. The Contractor will retain all books, records, documents, and other material relevant to this contract for six years after settlement, and make them available for inspection by persons authorized in this provision.

REGISTRATION WITH DEPARTMENT OF REVENUE: The Contractor shall complete registration with the State of Washington, Department of Revenue and be responsible for payment of all taxes due on payments made under this contract.

RIGHT OF INSPECTION: The Contractor shall provide right of access to its facilities to the AOC, or any of its officers, or to any other authorized agent or

official of the state of Washington of the federal government at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

RIGHTS IN DATA: The Contractor shall own all rights, title and interest in and to all materials developed and delivered under this contract. The Contractor grants to the AOC an irrevocable, royalty-free, perpetual license to copy, use, distribute, and modify all materials developed and delivered under this contract for the use and benefit of the judicial branch of the Washington State government. This license does not include the right to sub-license, sell or otherwise transfer the materials or any rights to the materials to any other person or organization for any purpose without the express written authorization of the Contractor.

Materials provided by the AOC to the Contractor remain the sole property of the AOC and cannot be used by the Contractor for purposes beyond this contract without the express written authorization of the AOC.

SAFEGUARDING OF INFORMATION: The use or disclosure by the Contractor of any information obtained as a result of performance under this contract concerning the AOC or the Court for any purpose not directly connected with the administration of the AOC's, the Court's or the Contractor's responsibilities with respect to services provided under this contract is prohibited except by written consent of the AOC or the Court.

SAVINGS: In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the AOC may terminate the contract under the "Termination for Convenience" clause, without the five day notice requirement, subject to renegotiation under those new funding limitations and conditions. Under this scenario, Contractor shall have the right to bill and will be paid for completed deliverables as set forth in the Statement of Work.

SEVERABILITY: If any provision of this contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect other provisions of this contract which can be given effect without the invalid provision, and to this end the provisions of this contract are declared to be severable.

SUBCONTRACTING: Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval from the AOC.

TERMINATION:

A.Termination for Default: The AOC may, by written notice, terminate this contract, in whole or in part, for failure of the Contractor to perform any of the obligations or provisions required by the contract. In the event of default, the

Contractor shall be liable for damages as authorized by law, including but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time; Provided, that if (i) it is determined for any reason the Contractor was not in default, or (ii) the Contractor's failure to perform is without Contractor's and/or Subcontractor's control, fault, or negligence, the termination shall be deemed to be a Termination for Convenience. Contractor shall be liable for any damages that results from termination of this contract due to failure to meet the deadlines and criteria in attached schedule B.

B.Termination for Convenience: Except as otherwise provided in this contract, either party may terminate this contract by providing written notice of such termination to the other specifying the effective date thereof, at least five (5) calendar days prior to such date. If this contract is so terminated, the AOC shall be liable only for payment for deliverables completed and accepted prior to the effective date of termination.

TERMINATION PROCEDURE: Upon termination of this contract, the AOC, in addition to any other rights provided in this contract, shall require the Contractor to deliver to the AOC any property specifically produced or acquired for the performance of such part of the contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The AOC shall pay to the Contractor the agreed upon price for deliverables completed and accepted by the AOC (as defined in the Statement of Work Section of this contract), and the amount agreed upon by the Contractor and the AOC for (i) completed work and services for which no separate price is stated, (ii) other property or services which are accepted by the AOC, and (iii) the protection and preservation of property, unless the termination is for default, in which case the parties to this Contract shall mutually determine the extent of liability of the AOC.

The rights and remedies of the AOC provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of notice of termination, and except as otherwise directed by the AOC, the Contractor shall:

- A. Stop work under this contract on the date and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract as is not terminated;

- C. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts;
- D. Transfer title to the AOC and deliver in the manner, at the times, and to the extent directed by the AOC any property which, if the contract had been completed, would have been required to be furnished to the AOC;
- E. Complete performance of such part of work as shall not have been terminated by the AOC; and
- F. Take such actions as may be necessary, or as the AOC may direct, for the protection and preservation of the property related to this contract which is in possession of the Contractor and in which the AOC has or may acquire an interest.

TREATMENT OF ASSETS: Title to all property furnished by the AOC shall remain in the AOC. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the AOC upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in the AOC upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by the AOC in whole or in part, whichever first occurs.

Any property of the AOC furnished to the Contractor shall, unless otherwise provided herein or approved by the AOC, be used only for the performance of this contract.

The Contractor shall be responsible for any loss or damage to property of the AOC which results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.

Upon loss or destruction of, or damage to, any AOC property, the Contractor shall notify the AOC thereof and shall take all reasonable steps to protect that property from further damage.

The Contractor shall surrender to the AOC all property of the AOC prior to settlement upon completion, termination or cancellation of this contract.

WAIVER: Waiver of any default of any term or condition of this contract shall not be deemed to be a waiver of any other prior or subsequent default. Waiver of breach of any provision of the contract shall not be deemed a waiver of any other or subsequent breach and shall not be construed as a modification of the terms of this contract unless stated to be such in writing, signed by the both parties to this contract and attached to the original contract.

LIMITATIONS ON LIABILITY: The parties agree that neither the Contractor nor Purchaser shall be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages except a claim related to bodily injury or death, or a claim or demand based on patent, copyright, or other intellectual property right infringement, in which case liability shall be as set forth elsewhere in this Contract. This section does not modify any sections regarding liquidated damages or any other conditions as are elsewhere agreed to herein between the parties. The damages specified in the sections titled Termination for Default and Review of Contractor's Records are not consequential, incidental, indirect, or special damages as that term is used in this section.

Neither the Contractor nor Purchaser shall be liable for damages arising from causes beyond the reasonable control and without the fault or negligence of either the Contractor or Purchaser. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of a governmental body other than the Purchaser acting in either its sovereign or contractual capacity, war, explosions, fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the delays must be beyond the reasonable control and without fault or negligence of the Contractor, Purchaser, or their respective subcontractors.

If delays are caused by a subcontractor without its fault or negligence, the Contractor shall not be liable for damages for such delays, unless the services to be performed were obtainable on comparable terms from other sources in sufficient time to permit the Contractor to meet its required performance schedule.

Neither party shall be liable for personal injury to the other party or damage to the other party's property except personal injury or damage to property proximately caused by such party's respective fault or negligence.